whether resident in the same State as the federal forum or elsewhere, the federal courts would be practically excluded from handling important cases of this nature, for it would be intolerable to allow parallel class suits to proceed in State and federal courts for or against different groups of the same class. The decision makes the relation between those members of the class who are actually present and those who are merely present by representation, the same, for jurisdictional purposes, as the relation between trustees and beneficiaries, for it always has been held that it is the citizenship of the administrator or executor (*Memphis St. Ry. Co.* v. *Bobo,* 232 Fed. 708), or trustee (*Johnson* v. *City of St. Louis,* 172 Fed. 31, 96 C. C. A. 617), or receiver (*Irvine* v. *Bankard,* 181 Fed. 206), or guardian (*Mexican Central Ry. Co.* v. *Eckman,* 187 U. S. 429), and not the citizenship of the parties beneficially interested, which controls the jurisdiction of the federal court.

PUBLIC SERVICE CORPORATIONS—FREE USE OF GAS BY LESSOR—DUTY OF EQUAL SERVICE.—Plaintiff, a public service corporation, sued to enjoin defendant from interfering with its pipes. Its success depended upon the invalidity of a covenant in its lease giving the defendant, the lessor, the right to supply his residence with gas without charge, by connecting it with plaintiff's well. Plaintiff contended the covenant was void because in violation of a statute requiring public service corporations to serve all on equal terms. *Held,* the effect of the covenant was to give the company the right to devote to the public service only so much as remains after the reasonable demands of the defendant are satisfied, and the provision of law referred to, is therefor, not applicable. *Pittsburgh & West Va. Gas Co.* v. *Nicholson,* (W. Va., 1921) 105 S. E. 784.

Ordinarily under a provision of law requiring public service corporations to serve all on equal terms, a contract to render service in return for anything but a monetary consideration is invalid. *Dorr* v. *Railroad Co.,* 78 W. Va. 764; *Bell* v. *Kanawha T. Co.,* 83 W. Va. 640; *Shrader* v. *Steubenville Co.,* 99 S. E. 207; *City of Charleston* v. *Public Service Comm.,* 103 S. E. 673. Thus, an agreement by a railroad company to issue annual passes for a period of years in return for a grant of land is invalid under such a provision. *Dorr* v. *Railroad Co., supra; Bell* v. *Kanawha Tr. Co., supra.* Also an agreement to do so in settlement of a claim for injuries, *Louisville & N. R. Co.* v. *Mottley,* 219 U. S. 467; or in return for advertising, *State* v. *U. Pac.,* 87 Neb. 29; *U. S.* v. *C. I. & L. R. Co.,* 163 Fed. 114. An agreement to furnish free water to a city in return for the right to lay mains in the streets is likewise objectionable under such a provision. Even though such agreements are lawful when made, a subsequent law requiring uniformity of rates will invalidate them, and the clause in the federal constitution forbidding the states to pass laws impairing the obligation of contracts affords them no protection. *Raymond Lumber Co.* v. *Raymond Light & Water Co.,* 92 Wash. 330; *Hite* v. *C. I. & W. R. Co.,* 284 Ill. 297. In order to be certain of the uniformity which the legislature seeks to secure by such provisions, an unvarying standard is necessary, and the only feasible one is money. If services and materials furnished are compensated for with money, the recipients can purchase serv-

ices on the same basis as others, and equality is assured. *Shrader* v. *Steubenville Co., supra; State* v. *U. Pac., supra.* But in the principal case, the court holds that where there is a reservation of a portion of the subject-matter by the party seeking to compel service, the result is otherwise, and that the effect of the arrangement in that case was to reserve such an interest to the lessor. Had the agreement been to render the same class of service to the defendant as to the rest of the public, the agreement would have been invalid. The gas supplied to the owner of the fee, however, never reached the public mains, and remained private property. The theory seems to be that having the right to retain the whole, the lessor may retain an undivided interest in such part as he chooses. The illustration suggested by the court is not a happy one. It is that of a lessor of a farm, reserving a portion of the crop, and his tenant. True, no one would deny the right of the lessor to the reserved crops. Neither could anyone complain if the agreement was that the tenant pay a rental and sell a portion of the produce to the lessor at a low price. The analogy is obviously defective.

REWARDS—RIGHT OF A SHERIFF MAKING ARREST TO CLAIM REWARD.—A murder had been committed in M county. The sheriff of that county gave information to the sheriff of B county which enabled the latter to find and arrest the murderer. There was an equitable proceeding to determine how an offered reward should be distributed. *Held,* since the sheriff of M county was armed with a warrant, he was charged with the official duty of doing all in his power to secure the arrest of the accused and could not, therefore, take a reward; but the sheriff of B county, having no warrant requiring him to apprehend a person charged with a crime in another jurisdiction, was consequently under no official obligation to arrest or detain the suspect and could take a reward. *Maggi* v. *Cassidy,* (Ia., 1921) 181 N. W. 27.

Due to the public policy involved the well settled general rule is that an officer cannot receive or recover a reward for doing an act which it is his official duty to perform. *Marking* v. *Needy and Hatch,* 71 Ky. (8 Bush.) 22. The principal case applies this rule. The courts are apparently much influenced by the fact that, generally speaking, a sheriff's authority and duty to act officially, either within or without his jurisdiction, depend on the writ or warrant with which he is armed. *Marsh* v. *Wells Fargo & Co. Express,* 88 Kan. 538. Since some jurisdictions hold that the powers, duties, and compensation of sheriffs shall be entirely statutory, (*McArthur* v. *Boynton,* 19 Colo. App. 234; *Benson* v. *Smith,* 42 Me. 414), reference must be had in a particular case to the statute in force to find out whether the officer who claims the reward was under an official duty to act as he did. Of course aside from the question of public policy involved, the whole matter rests in last analysis on the unquestioned principle of contract law that merely performing one's official duty does not constitute sufficient consideration for a promise. *Worthen* v. *Thompson,* 54 Ark. 151.

TRESPASS—LICENSE—DUTY OF METER READER TO KNOCK BEFORE ENTERING DWELLING.—D Co. furnished electricity to P under a contract which pro-